PART-A

SECTION – VI

FORM OF TENDER

FORM OF TENDER

Ref No.: Date.

dd.mm.yyyy

From:

To:

The Chief Engineer (U/S),
BANGALORE METRO RAIL CORPORATION LIMITED,
Utility Shifting Section, BMRCL Building,
2nd Floor, Deepanjalinagar, Bengaluru-560 026.

Sir,

1. Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification no. ..... including any addendum / amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender proposal, which includes the following.

   a) Qualification cum Technical Package

   b) Financial Package

   for the said work online through Karnataka Public Procurement Portal (e-Procurement portal).

2. I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the Financial Proposal attached herewith and submitted through Karnataka Public Procurement portal.
3. We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
4. We hereby confirm that this Tender complies with the Tender validity and Tender Security / EMD required by the Tender documents.
5. I/We undertake, if the Tender is accepted, to execute the Contract Agreement with in the stipulated time of 21 (twenty-one) working days.
6. In case of acceptance of the Tender, I/We also undertake to carry out supply, installation, testing and commissioning of the Works and complete the same and commission within the stipulated time as specified in the Tender documents and further will obtain and furnish Performance Security for the amount/s specified in ‘Appendix to Form of Tender’ (Section-VI) for the due performance of Contract.

7. I/We note that the prices offered are firm throughout the period of Contract including extended period if any as per the Commercial Terms and Conditions.
8. I/We agree to keep this Tender valid for a period specified in 'Appendix to Form of Tender' (Section-VII) & it shall remain binding upon us & may be accepted at any time before expiration of that period.
9. Since time is the essence of Contract, I/We undertake that all care is taken not to overrun the time specified and agree to pay penalty (one percent of the Original Contract Price / week subject to a maximum of ten percent) of the value of work which is not completed for the delay beyond the period specified for completion of the work.
10. I/We have enclosed **BG/e-BG/ISB for Rs**._____vide **BG No**./ ISB No. **dated**_____
    of _____Bank drawn / Insurer in favour of the Managing Director, BMRCL, Bengaluru-560 027 payable at a designated Bengaluru Bank / Branch being the requisite EMD as stipulated in the above tender notification floated in the Karnataka Public Procurement Portal.

    OR

    I/We have made online transfer of **Rs**._____towards the requisite EMD as stipulated in the above tender notification floated in the Karnataka Public Procurement Portal.
11. Until a Contract is prepared & executed this Tender together with written acceptance by BMRCL by notification of Award shall constitute a binding Contract.
12. I/We understand that BMRCL is not bound to accept the lowest or any Tender it may receive.

Dated this …….. day of ……., 2024.

(Signature)

Name in Block Letter

(In the capacity of)

(DESIGNATION)

Duly authorized to sign Tender for and on behalf of (NAME OF FIRM)

Witness:

Address: **Signature**

APPENDIX TO FORM OF TENDER

SALIENT FEATURES OF CONTRACT

No.	Reference Contract Clauses	Description
01.	Amount of Performance Security (GCC - Clause 12)	**10% (Ten percent) of the Contract Price** in which the Contract price is payable. In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original Contract price, the Performance Security shall be suitably adjusted.
02.	Date for commencement of the Works (ITT - Clause 31)	Date of issue of Letter of Award (LOA).
03.	Time for Completion (GCC clause 27)	The works shall be completed in all respects within **06 months** from the date of commencement including monsoon period.
04.	Penalty for delay in execution of work (GCC-Clause 29)	i. The penalty shall be 1 % of the original Contract price per week of delay or part thereof subject to a maximum of 10% on the portion of work which is not completed for beneficial use ii. Penalties levied for the following: a) Non-fulfillment of program of works within the stipulated period. b) The number of days allowed beyond the stipulated period for completing the work and c) Extra cost that might be incurred by BMRCL for getting the balance work completed through any other agency as it deems fit under the circumstances will be deducted from money due to Contractor by BMRCL for work done under the Contract or otherwise.
5.	Guarantee of Works / Defects Liability Period (GCC-Clause 35)	The Contractor shall Guarantee that the equipment/material supplied by him will be new, unused and in accordance with the contract documents and free from defects in material and workmanship and the guarantee period for major materials such as pump sets, HT/LT Cables, starter etc., commencing from the date of commissioning shall be as stipulated by IAF/BWSSB from time to time prevailing as on the date of Bid Submission or 12months from the date of handing over whichever is higher and guarantee period for all other minor materials including erection and civil works shall be for a period of Twelve (12) months from the date of commissioning. The Contractor shall be liable for

		the equipments / materials or works or any portion thereof found to be defective for causes arising from faulty materials or workmanship or other causes for which in the judgment of BMRCL, the Contractor is responsible. He shall make good any damages arising there from, notwithstanding the fact that the completion certificate may have been issued.
06.	Period in which all insurances have to be effected. (GCC Sub-Clause 37)	The Contractor shall maintain adequate Insurance Coverage at all time during the period of Contract and the premium to be paid to the Insurance Company by the Contractor for such Insurance shall be included in the total Contract price.
07.	Validity of Tender (ITT Clause 17)	**120 days** from the last date for Tender submission.
08.	Amount and validity of Tender Security / EMD (ITT Clause 16)	• Rs. 1,03,400.00 (Rupees One Lakh Three Thousand and Four Hundred Only) • 45 days beyond the validity date of the Tender i.e. **165 days from the last date for Tender submission as per e-Procurement Portal**
09.	Date & time and place of Tender Submission and Tender opening (ITT clause 13 and ITT clause 20)	• **Date and Time** As per Date and Time specified in Karnataka Public Procurement Portal**.** • **Place of submission of Original documents** as listed under ITT clause 13.2: The Chief Engineer (U/S), BANGALORE METRO RAIL CORPORATION LIMITED, Utility Shifting Section, BMRCL Building, 2nd Floor, Deepanjalinagar, Bengaluru-560 026. • **Tender proposal to be submitted online in Karnataka Public Procurement Portal.**
10.	Contractor's Name and Address	---------- *(Tenderers to complete)* ----------
11.	Employer's Name and Address	Bangalore Metro Rail Corporation Limited III Floor, BMTC Complex, K.H.Road, Shanthinagar, Bengaluru-560 027, Karnataka State, India
12.	Last date up to which clarification on Tender conditions can be sought	As per Date and Time specified in Karnataka Public Procurement Portal**.**